

Memorandum of Understanding

Between

The Town of Ashburnham

And The

Deputy Fire Chief

Effective March 26, 2017 through June 30, 2020

1. DURATION OF MEMORANDUM OF UNDERSTANDING

This M.O.U. shall be effective March 26, 2017 and shall remain in effect until June 30, 2020.

- A. This M.O.U. shall automatically be extended on the then applicable terms and conditions for additional one-year terms, unless either party provides written notice to the other, no less than six (6) months prior to the end of the agreement's initial term or any successive terms, of its intention to discuss and/or not to renew this agreement. Nothing herein shall be construed to mean that the parties cannot begin discussions at times and under circumstances that may benefit either or both parties.
- B. The terms of this M.O.U. shall cover only the Deputy Fire Chief, hereinafter referred to as "the Deputy."

2. WORK WEEK

The regular workweek for the Deputy shall be established on a 5x2 Monday-Friday, eight hours per day (40 hours per week). the Fire Chief may assign the Deputy to work the rotating shift members of the Collective Bargaining are working, with 30 days' notice. If this occurs, both parties agree that discussions will take place as outlined in Section 11 of this agreement as to any changes regarding compensation.

3. SICK LEAVE

- A. The Deputy shall receive, short and long-term disability insurance, and bereavement consistent with the Town's Personnel By-Law and policies based on his years of service. The Deputy shall be credited with 87 hours of sick leave on March 26, 2017. The Deputy shall continue to accrue and receive sick leave in accordance with the Town's Personnel By-Law thereafter.
- B. If The Deputy is required to submit medical evidence for a period of less than three (3) days, he shall be so notified in writing. Such notification shall include the reason thereof.

4. CLOTHING/CLEANING ALLOWANCE

The Deputy shall receive an annual clothing allowance. In FY18, that amount shall be \$1500. For each subsequent year, the clothing allowance amount shall be

equivalent to the amount the full-time firefighters/paramedics receive for the purchase and maintenance of uniforms.

Said set amount to be distributed by check in two equal installments, payable the first pay period following July 1 & January 1 each year, beginning July 1 2017. The Deputy shall be responsible for any tax liability in connection with the clothing allowance.

5. VACATION/PERSONAL LEAVE

It is agreed that the Deputy shall receive vacation and personal time equal to that which is outlined in The Town of Ashburnham Personnel Bylaw.

With the approval of the Fire Chief, the Deputy may carry up to five (5) vacation days beyond his employment anniversary date.

July 1st will be the Deputy's anniversary date. July 1, 2017 shall be considered the Deputy's 10th anniversary for purposes of longevity.

6. COMPENSATION

- 1) The Deputy shall receive a base annual salary of:

FY17- \$75,001—\$2,873.60 paid bi-weekly

FY18 - \$75,001—\$2,873.60 paid bi-weekly

- 2) The Deputy shall receive the same COLA (cost of living adjustment) that the non-union personnel receive in FY19 & FY20.
- 3) When the Deputy serves as Acting Chief in the Fire Chief's absence for more than fourteen consecutive calendar days, he will receive a salary increase of 5%.
- 4) The Deputy is considered a salaried employee and therefore is not eligible for overtime. It is recognized that the Deputy at times may have to devote time outside his normal hours to the business of the Town & Department, and to that end, the Deputy may request permission from the Fire Chief to take compensatory time-off at such time which the Fire Chief reasonably determines will adversely impact Department operations least.

7. DETAILS

The Deputy shall be eligible to work paid details during off-duty hours.

8. OTHER BENEFITS

The Deputy shall receive all benefits not specified within this agreement, but contained in the Town of Ashburnham Personnel Bylaw.

9. DISCIPLINE AND DISCHARGE

In the event the Town decides to discipline or discharge the Deputy, the Deputy shall be given written notice of the grounds for discipline or discharge, and shall have an opportunity for a hearing before the Town Administrator or his/her designee, prior to the discipline or discharge taking effect. The Deputy shall not be discipline or discharged without just cause.

The Deputy may appeal discipline or discharge to a committee of arbitrators consisting of three (3) persons. The three persons shall be chosen as follows: one by the Town, one by The Deputy, and one mutually agreed upon. A majority of the three (3) member committee shall be sufficient to uphold a discipline or discharge or to reverse the discipline or discharge.

10. AMENDMENTS

This Agreement may be reopened at any time with the consent of both parties to correct, clarify, or amend any language or salary-related issues that may arise. No amendment or modification of this Agreement shall be valid unless it shall be in writing and signed by both Parties.

11. INDEMNIFICATION

The Town shall defend, save harmless and indemnify The Deputy from personal financial loss and expenses, including reasonable legal fees and costs, if any, in the amount of one million dollars (\$1,000,000) arising out of any claim, action, demand, award, compromise, settlement or judgment by reason of an intentional tort or by reason of any act or omission that constitutes a violation of civil rights of any person under any federal or state law, if the Deputy, at the time of such intentional tort or such act or omission was acting within the scope of his official

duties or employment. Notwithstanding the foregoing, the Deputy shall not be so indemnified for violations of any civil rights if he acted in a grossly negligent, willful and/or malicious manner.

The Deputy agrees to notify the Town within forty-eight (48) hours of his receipt of notice of any such claim and to cooperate fully with counsel designated by the Town to handle such claim. The Town may obtain insurance to cover its obligations under this section as it deems appropriate.

12. INSURANCE

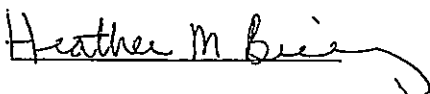
The Town acknowledges that the Deputy is covered by General Laws Chapter 41, Section 111F.

13. SEVERABILITY OF PROVISIONS

If any provision of this MOU is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the MOU shall be enforced to the fullest extent permitted by law.

Executed March 13, 2017.

Heather M. Budrewicz,
Town Administrator



Robert Plant,
Deputy Fire Chief

